Government of Rajasthan, Department of Tourism  
Khalsa kothi Campus, M.I. Road, Jaipur-302001  
Tel. 0141-5155147 Telefax- 0141-2361648. 5155100  
email: cotraj@gmail.com, mktg.rajasthan tourism@gmail.com  

No. F.6 (33)Mewar Compl-EOI/Dev./DT/14-15/  

The Director,  
DIPR, Jaipur  

Sub. :- Publication of Notice Inviting Bid  

Sir,  

Attached herewith is a Bid Document on 'Maintain, Operate & Manage Tourist Sites Chawand & Gogunda(Udaipur Distt.) and Diver, Chhapli & Haldighati (Rajsamand Distt.)' for publication in following newspapers / Journal / Websites.  

1. One State level newspaper  
2. One Regional Level newspaper  
3. DIPR Website  

Yours Sincerely,  

Additional Director (Dev.)  

No. F.6 (33)Mewar Compl-EOI/Dev./DT/14-15/ 25/11/15  

Copy for information and necessary action to the following:-  
1. S.A. to Hon’ble Minister of State for Tourism, Rajasthan, Jaipur  
2. P.S. to Principal Secretary, Tourism, Jaipur  
3. P.S. to Director, Tourism, Jaipur  
4. Sr. P.A. to Addl Director (Admn.), Tourism, Jaipur  
5. Financial Advisor, DOT, Jaipur  
6. ACP (Dy. Dir.), H.Q. to upload the bid Document on Departmental, procurement, SPPP and E-Procurement Portals.  
7. Notice Board of H.Q. and all subordinate offices.  

Deputy Director (Dev.)
Government of Rajasthan, Department of Tourism
Hotel Khasa Kothi Campus, M.I. Road, Jaipur
Tel. 0141-5155147, Telefax 0141-5155100, 2361648,
cotrraj@gmail.com, mktg.rajasthan tourism@gmail.com

No. F.6 (33)Mewar Compl-EOI/Dev./DT/14-15/25-9-21

Date: 24/11/15

Bid Inviting Notice
(Bid No. 32)

Department of Tourism, Government of Rajasthan has developed tourist facilities and assets at important tourist sites situated in Chawand (Maharana Pratap Samadhi Sthal – Village Bindoli, Tehsil Sarada, District Udaipur) and Gogunda (Maharana Pratap Rajtilak Sthal - Village Tehsil Gogunda District Udaipur) and Diver (Maharana Pratap Vijay Smarak – Village Diver, Tehsil Bhim, District Rajsamand), Chhapli (Maharana Pratap Battle Memorial, Chhapli – Village Chhapli, Tehsil Bhim, District Rajsamand) and Haldighati (Maharana Pratap Smarak - Village Balicha, Tehsil Khamnor, District Rajsamand) to increase tourist arrivals at these places.

Open Competitive bid under two part bidding process (technical and financial) are invited from reputed, interested, eligible and experienced bidders to Maintain, Operate & Manage Tourist Sites Chawand & Gogunda(Udaipur Distt.) and Diver, Chhapli & Haldighati (Rajsamand disst.). The period of work would be Two years (2 years) from the date of signing of Agreement.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of Work</th>
<th>Bids invited from</th>
<th>Estimated amounts (Rs.) In Lacs.</th>
<th>Bid Security (Rs.)</th>
<th>Release date of Bid Advt.</th>
<th>Time &amp; last date for submissio n of Bid</th>
<th>Time and date for opening of technical bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Chawand (Udaipur Distt.)</td>
<td>Any Individual / Firms (whether wholly owned or in partnership) / Consorti ums/Corpor ates/NGOs/PSU’s/Institutions/Trusts</td>
<td>0.12</td>
<td>240/-</td>
<td>24.11.15</td>
<td>Up to 12.00 Noon on 11.12.15</td>
<td>2.00 PM on 11.12.15</td>
</tr>
<tr>
<td>2.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Gogunda (Udaipur Distt.)</td>
<td></td>
<td>0.12</td>
<td>240/-</td>
<td>24.11.15</td>
<td>Up to 12.00 Noon on 11.12.15</td>
<td>2.00 PM on 11.12.15</td>
</tr>
<tr>
<td>3.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Dewer (Rajsamand distt.)</td>
<td></td>
<td>0.12</td>
<td>240/-</td>
<td>24.11.15</td>
<td>Up to 12.00 Noon on 11.12.15</td>
<td>2.00 PM on 11.12.15</td>
</tr>
<tr>
<td>4.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Haldighati (Rajsamand distt.)</td>
<td></td>
<td>5.00</td>
<td>10000/-</td>
<td>24.11.15</td>
<td>Up to 12.00 Noon on 11.12.15</td>
<td>2.00 PM on 11.12.15</td>
</tr>
<tr>
<td>5.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Chhapli (Rajsamand distt.)</td>
<td></td>
<td>0.12</td>
<td>240/-</td>
<td>24.11.15</td>
<td>Up to 12.00 Noon on 11.12.15</td>
<td>2.00 PM on 11.12.15</td>
</tr>
</tbody>
</table>

The Bid form can be downloaded from sppp.rajnic.in, and www.rajasthan tourism.gov.in. Duly filled Bids can be submitted latest by 11.12.2015 by 12 pm. Demand draft of Rs.200/- as bid document fee each work to be enclosed with tender bid in favor of Director, Department of Tourism, Rajasthan, Jaipur.

Additional Director (Dev.) Tourism
Government of Rajasthan, Department of Tourism

Hotel Khasa Kothi Campus, M.I. Road. Jaipur
Telefax No 0141-5155100, 2361648
cotraj@gmail.com, mktg.rajasthantourism@gmail.com

No. F.6 (33) Mewar Compl-EOI/Dev./DT/14-15/ 25913

Date: 26.11.15

Bid Inviting
(Bid No: 32)

Maintain, Operate & Manage Tourist Sites Chawand & Gogunda (Udaipur Distt.)
and Diver, Chhapli & Haldighati (Rajsamand distt.).

SCOPE OF WORK

Department of Tourism, Government of Rajasthan has created assets for promotion of tourism at Chawand (Maharan Pratap Samadhi Sthal – Village Bindoli, Tehsil Sarada, District Udaipur) and Gogunda (Maharan Pratap Rajilak Sthal - Village Tehsil Gogunda District Udaipur) and Diver (Maharan Pratap Vijay Smarak – Village Diver, Tehsil Bhim, District Rajsamand), Chhapli (Maharan Pratap Battle Memorial, Chhapli – Village Chhapli, Tehsil Bhim, District Rajsamand) and Haldighati (Maharan Pratap Smarak - Village Balicha, Tehsil Khamnor, District Rajsamand). These historic sites are associated with the life of legendary Maharana Pratap. Details of the sites and inventory of assets available at the sites may be seen at Annex - A. Accordingly, offers are invited from suitable and experienced Individual / Firms (whether wholly owned or in partnership) / Consortions/ Corporate / NGO’s/ PSU’s/ Institutions/ Trusts etc. through this notice of ‘Open Competitive bid’ to maintain, operate & manage the indicated sites with the larger objective of making them favored tourist destinations.

Permitted Period

The successful bidder (hereinafter called assignee), after being informed in writing by the department, will be required to maintain, operate & manage all the assets available at these sites for an initial period of 2 years commencing from the date of handing over of the assets by the authorized representative of the department at each of the above mentioned sites. The initial period of 2 years is also extendable by three months after review of performance of first 2 years by the department, at its sole discretion, if such a request is received in writing, at least 2 months prior to the date on which the initial period of 2 years is concluding.

Permitted Activities:

- Arrangements related to safety, security and upkeep of the site
- Regulation of Visitors’ entry and parking of vehicles with prior approval of the Department.
- To provide tourist facilities such as snacks, beverages, kiosks for crafts & souvenirs etc.
- To disseminate information about the site by way of signage’s, exhibition gallery & museum or any other proper way
- Organize cultural activities which promote cultural ethos of Rajasthan in a positive manner
• Any other tourist related facilities as per space availability and layout of the site without affecting the site's visual appeal.
• The assignee will inform to the Department about the activities being is undertaking.

**Assignee's Role and Responsibility:**

• To deploy its own staff for the management & operation, security and pay them from their own funds.
• The department will not be involved in day to day management.
• The assignee will pay all expenses in relation to the appointed staff on its own. Department will not be responsible for any such payment in any manner.
• The assignee will have to bear all recurring expenditure of maintenance, management payment of utility bills etc.
• The assignee will ensure to provide and maintain electrical, water, drainage and sewerage lines and telephone connections at the site and make payment for all such facilities.
• The assignee will keep the entire property in good condition including care of civil structures, buildings, rooms, staircase, railings, entry gates, landscaping, gardens, lawns, pavement, steps, statues, doors and windows and all other such items and fixtures.
• The assignee will maintain proper drinking water facilities, parking facilities, keep the toilets and bathroom clean and in proper working condition at all times.
• The assignee will open site to public and visitor within two months of the site being handed over to it by the department.
• The assignee will maintain transaction accounts and cash receipt to visitors for any service being charged.
• The assignee will display Rate List for all facilities being charged prominently.
• The assignee may sublet any part of the site for above purposes to any third party with prior approval of the Department.
• The assignee shall not allow any activity at the site which may adversely affect the image of the State Government/ Department or the ideals propounded by Maharana Pratap.
• The assignee shall not alter, change or add anything to the property without the express and written permission of the Department.
• However the Department will be free to do any alteration, change or addition to the property which it deems necessary during the period of the agreement.
• The Department and its authorized representative will have the right to enter the premises at any time for inspection thereof. In case any suggestions are given for improvement of facilities and services the same will be complied with by the assignee.
• The agency shall provide adequate safety measures for the tourists and visitors at the site.
• The agency will be responsible in case of any untoward incident, any accident or casualty which happens at the site during the period of the agreement.
• Any violation of the above activities will attract penal action as per the provisions of GF&AR and RTPP Act & Rules or closure of activities and taking over the possession of the site by the department.
Department's Role:

- The department will also promote these sites through various means in different media suitably. However, this is not binding on the Department and the assignee is expected to market and promote the site on its own.
- The department may undertake development, conservation and renovation work or any other work at the site to which the assignee shall not be entitled to object and also extend cooperation in its successful execution.
- The department will provide all possible non financial support to the bidder to make the site attractive for the visitors.

Prohibited Activities

- In case department does not find any activity appropriate, the assignee will be informed in writing after which the assignee shall be liable to stop conducting such activity.

Eligibility Criteria

Any Individual/Firms (whether wholly owned or in partnership)/Consortiums/Corporates/NGOs/PSU's/Institutions/Trusts having minimum turnover of the last 2 financial years viz 2013-14, 2014-15 as follows. :-

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of Work</th>
<th>Turnover In Lacs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Chawand (Udaipur Distt.)</td>
<td>5.00</td>
</tr>
<tr>
<td>2.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Gogunda (Udaipur Distt.)</td>
<td>5.00</td>
</tr>
<tr>
<td>3.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Dewer (Rajsamand distt.)</td>
<td>5.00</td>
</tr>
<tr>
<td>4.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Haldighati (Rajsamand distt.)</td>
<td>20.00</td>
</tr>
<tr>
<td>5.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Chhapli (Rajsamand distt.)</td>
<td>5.00</td>
</tr>
</tbody>
</table>

For this purpose final accounts audited by C.A. should be enclosed with the technical bid documents. Experience certificate in operating or managing a tourist site or a place related to Art, Culture or Craft also should be enclosed.

Method of Evaluation

In the first instance, Department will examine the technical proposal in relation to the conditions set forth for eligibility to participate in this Open Competitive bid.

Financial proposals of only those bidders will be opened who have qualified the Technical stage. The bidder who offers maximum annual rent shall be selected.

Commencement of Operations & Management Agreement

Keeping in view the fact that to initiate the smooth management of the sites the successful bidder will have to incur expenses and time for setting up of the facilities, deploying staff and to
bring the place in order, therefore, a period of 2 months will be allowed to start operations. Further, no rent will have to be paid for the first year only. Thereafter, payment of rent will commence from the start of second year, payable in advance quarterly. The assignee will pay the rent in form of Demand Draft/Banker's Cheque to the Director Tourism, Government of Rajasthan, Jaipur failing which the agreement shall be terminated.

An agreement will be signed between the assignee and the Department of Tourism within 15 days of the issue of letter informing its selection. The draft of the agreement will be provided by the department.

Ownership of the Site

The complete ownership of all the assets at all the sites shall always remain and vest in the Department of Tourism without exception. The assignee's role will be confined only to the management and maintenance of the sites on 'As is Where is Basis'. The assignee will ensure that no harm or the damage to the site or assets is done by ensuring proper security at all times during the currency of the agreement. At the end of the agreement assignee will handover the sites with all assets to the department. In case assignee had done some works at site during the operation of the agreement the same will not be altered/removed while returning back the possession to the department.

Payment of Taxes

The assignee will be solely responsible for the legal and financial liability pertaining to Income tax and such any other taxes levied or likely to be levied in future by the Central Govt./State Govt./Municipality or any other agency. The department will not accept any liability in this regard.
Terms and conditions
(NIB No.32.)

1. The bidder must either be exclusively doing such assignments or having
exclusively defined division within the company which handles such
assignments.

2. The minimum turnover of the bidder should be as follows:-

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of Work</th>
<th>Turnover In Lacs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Chawand (Udaipur Distt.)</td>
<td>5.00</td>
</tr>
<tr>
<td>2.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Gogunda (Udaipur Distt.)</td>
<td>5.00</td>
</tr>
<tr>
<td>3.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Diver (Rajsamand distt.)</td>
<td>5.00</td>
</tr>
<tr>
<td>4.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Haldighati (Rajsamand distt.)</td>
<td>20.00</td>
</tr>
<tr>
<td>5.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Chhapli (Rajsamand distt.)</td>
<td>5.00</td>
</tr>
</tbody>
</table>

3. Minimum two year Experience in this field is necessary.

4. Successful bidder will have to deposit performance security as under within 15
days of issue of work order as follows:-

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of Work</th>
<th>Performance Security In Lacs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Chawand (Udaipur Distt.)</td>
<td>1.00</td>
</tr>
<tr>
<td>2.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Gogunda (Udaipur Distt.)</td>
<td>1.00</td>
</tr>
<tr>
<td>3.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Diver (Rajsamand distt.)</td>
<td>1.00</td>
</tr>
<tr>
<td>4.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Haldighati (Rajsamand distt.)</td>
<td>5.00</td>
</tr>
<tr>
<td>5.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Chhapli (Rajsamand distt.)</td>
<td>1.00</td>
</tr>
</tbody>
</table>

No interest will be paid on these deposits. The bid security deposited earlier
may be adjusted against the performance security. Performance Security will be
refunded after one month of successful completion of the contract.

5. Financial bids of bidders which qualify in technical bids shall be opened for
Chawand & Gogunda(Udaipur Distt.) and Diver, Chhapli & Haldighati (Rajsamand
Distt.)

6. The bidder would be responsible for all risks involved in maintenance of the
sites. For any accident, mishap or damage/losses during contract period, the
bidder would be solely responsible in all respects.

7. All costs incurred by the bidder in respect of submission of bids shall be borne
by the concerned firm.
8. An agreement on non-judicial stamp paper worth of sufficient value would be signed between the department and the successful bidder within 15 days from issuance of work order. This may be extended with mutual consent and condition of satisfactory services as per RTPP rules 2013.

9. Penalties would be imposed in case of delayed or faulty services as per provisions of GF&AR, RTPP rules and Prevailing rules and Act as decided by Department.

10. For any query or clarification the interested agencies may meet the undersigned or mail the queries at adotrai@gmail.com before submitting the offers.

11. Period of validity of this bid is 90 days from the closing date for submission of the proposals.

12. The Dept. of Tourism reserves its right not to accept bids from the Agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.

13. The cost/rates should be valid up to the period of the contract.

14. The Ticket rates would be fixed with the mutual consent of department during contract period.

15. Wherever specific terms and conditions have not been spelt out in bid document, General Finance and Accounts Rules and RTPP Act & Rules of the State government shall apply.

16. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.

17. Bids received after the due date and time will not be considered.

18. Termination: Deptt. of Tourism may terminate the contract of bidder in case of the occurrence of any of the events specified below:

   I. If the Agency becomes insolvent or goes into compulsory liquidation.

   II. If the Agency, in the judgment of Deptt. of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

   III. If the Agency submits to the Deptt. of Tourism a false statement which has a material effect on the rights, obligations or interests of Deptt. of Tourism.

   IV. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Deptt. of Tourism.

   V. If the Agency fails to provide quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence, Deptt. of Tourism shall give a written advance notice before terminating the Contract of firm.

19. Force Majeure:

   I. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have expected at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
II. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

20. Arbitration:

(i) In event of any dispute or difference between the Deptt. and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Deptt. of Tourism. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Jaipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the “Award”), which shall be final and binding on the Deptt. and the Agency. The cost of the arbitration shall be shared equally by the Deptt. and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

(ii) Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the Deptt. and the Agency shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

21. Jurisdiction: The contract shall be governed by laws of Rajasthan/India and all Government rules on purchase matter issued from time to time and in force for the time being as applicable to this contract tender.

I. The Deptt. of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Director, Deptt. of Tourism reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

II. The first appellate authority will be Principal Secretary Tourism and the second authority will be Finance Deptt., GoR.

Additional Director (Dev.), Tourism
Government of Rajasthan

I / We hereby declare that I / we have gone through the terms and conditions of the bid document and I / We shall abide by all the terms and conditions.
Government of Rajasthan  
Department of Tourism  
(NIB No. 32 )

To,

The Director,  
Department of Tourism,  
Government of Rajasthan,  
Hotel Khasa Kothi Campus,  
M I Road, Jaipur.

We, the undersigned declare that:

1. We have examined the bidding document.
2. If our bid is accepted, we commit to give performance security.
3. We are not participating as bidders in more than one bid in this bidding process.
4. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers have not been debarred by the State Govt. or the procuring entity.
5. We understand that this bid, together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
7. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
8. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012 the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract.
9. We accept to abide by the conditions and additional information of the bid released by Director, Tourism.
10. Following documents have been enclosed along with this technical bid:
   i) Bid document with signature and seal.
   ii) Banker Cheques / DD towards bid security amount and bid document fee along with Technical bid.
      a) DD / Banker Cheque of Rs. .......... for bid security in favour of Director, Department of Tourism, Jaipur.
      b) DD / Banker Cheque of Rs.200/- for bid fee in favour of Director Tourism.
iii) Photocopy of Tax clearance certificate up to 31.3.2015 and PAN Card issued by Income Tax Dept. have been uploaded.

iv) Final accounts audited by CA for Turnover for past two years (2013-14 to 2014-15) for similar work has been uploaded.

v) Necessary information related to human resources has been uploaded.

vi) Declarations by the bidder as per rule 7 of RTPP act and the declarations of compliance with the code of integrity and no conflict of interest (attach annx. A & B) have been uploaded.

vii) If the bidder is a firm / company, then the authorization letter of authorized representative containing his name, address and status with signature have been uploaded. Deptt. will not contact anyone else in this regard.

Signature of the Bidder with Seal
(Name, Address, Phone No.)
Government of Rajasthan  
Department of Tourism  
(NIB No.3 Z )

Technical Criteria for Bid Evaluation.

Technical details form for Maintain, Operate & Manage Tourist Sites Chawand & Gogunda (Udaipur Distt.) and Diver, Chhapli & Haldighati (Rajsamand distt.).

<table>
<thead>
<tr>
<th>SN.</th>
<th>Criteria</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the Bidder Tel/Fax/email, Mob.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Date of Establishment of organization (enclose evidence)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Nature of organization (Enclose details)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Annual turnover in last two years for Chawand, Gogunda (Udaipur Distt.), Diver, Chhapli (Rajsamand) Each of 5 lac. and Haldighati (Rajsamand) is 20 lac. (Enclose C.A. audited accounts)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Total work experience in the field (In years) (If available)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details &amp; enclose Certificate</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Details of Income Tax Registration and PAN No.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Service-Tax Registration details</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Professional set up (Complete details of staff &amp; others) Enclose list. (Separate sheet for technically qualified staff)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Bid security details</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Bid Document Fee details</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Any other information</td>
<td></td>
</tr>
</tbody>
</table>

We have submitted the following documents:
1. Letter of authorization to participate in the bid
2. Technical Bid
3. Financial Bid
4. All relevant supporting documents including Annexure A, B, C & D duly signed along with seal.

This is certified that I have read and understood the enclosed brief and other terms & conditions and the supporting documents have been enclosed. The information given by me is true to the best of my knowledge. My bid offer may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Yours faithfully,

(Signature of the bidder with seal)
Performa for Financial Proposal:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of Site</th>
<th>Annual rent to be paid by the assignee to the Department of Tourism at the start of 2nd year (Rs.) in Lacs. (Specify in words and figures both)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Chawand (Udaipur Distt.)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Gogunda (Udaipur Distt.)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Diver (Rajsamand distt.)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Haldighati (Rajsamand distt.)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Maintain, Operate &amp; Manage Tourist Sites Chhapli (Rajsamand distt.)</td>
<td></td>
</tr>
</tbody>
</table>

(Signature of the applicant with full name, address and seal)
Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -
(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(f) not obstruct any investigation or audit of a procurement process;
(g) disclose conflict of interest, if any; and
(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
   a. have controlling partners/shareholders in common; or
   b. receive or have received any direct or indirect subsidy from any of them; or
   c. have the same legal representative for purposes of the Bid; or
   d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
   e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
   f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
   g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.
Annexure-B

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ....... for procurement of in response to their Notice Inviting Bids No ............... Dated ............... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we and our directors and officers have not been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder Name:
Designation:
Address:
Annexure C

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is .................

The designation and address of the Second Appellate Authority is .................

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:
Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of a procurement process;
(e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or
authorised representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,

(i) hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
FORM No. 1

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No ..........of .............
Before the ......................... (First/Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
      1. Official address, if any:
      2. Residential address:

2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

7. Prayer:

Place ...............                      Date ...............                      Appellant's Signature:
Additional Conditions of Contract

1. Correction of arithmetical errors
   Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:
   i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
   ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
   iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

   If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity’s Right to Vary Quantities

   (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

   (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

   (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
3. Dividing quantities among more than one Bidder at the time of award (in case of procurement of Goods)

(i) As a general rule, all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.